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U.S. DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

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 DEPUTY

UNITED STATES DISTRICT COURT  
 SOUTHERN DISTRICT OF CALIFORNIA

COLLEGESOURCE, INC., a California  
 corporation,

Plaintiff,

v.

ACADEMYONE, INC., a Pennsylvania  
 corporation,

Defendant.

CASE NO. 08 CV 1987 H CAB

COMPLAINT

1. U.S. Computer Fraud and Abuse Act  
 [18 U.S.C. §1030(g)]
2. California Computer Crimes  
 [Cal. Pen. Code §502(e)]
3. Breach of Contract
4. Misappropriation
5. California Statutory Unfair Competition  
 [Cal. Bus. Prof. Code §§17200 *et. seq.*]
6. Unjust Enrichment

JURY TRIAL DEMANDED

COMPLAINT

ORIGINAL

OK

1 Plaintiff COLLEGESOURCE, INC. ("CollegeSource"), a California corporation, by way  
 2 of complaint against defendant ACADEMYONE, INC. ("AcademyOne"), a Pennsylvania  
 3 corporation, alleges the following on information and belief:

#### 4 JURISDICTION AND VENUE

5 1. This Complaint arises under the United States Computer Fraud and Abuse Act (18  
 6 U.S.C. §1030), the penal code of the State of California (Cal. Pen. Code §502), the unfair  
 7 competition laws of the State of California (Cal. Bus. & Prof. Code §§17200, *et seq*), the contract  
 8 law of the State of California and the common law of misappropriation and unjust enrichment of  
 9 the State of California.

10 2. This Court has federal question jurisdiction over the first cause of action herein  
 11 (18 U.S.C. §1030) pursuant to 28 U.S.C. §1331. This Court has supplemental jurisdiction over  
 12 the remaining causes of action herein pursuant to 28 U.S.C. §1367(a). This Court has diversity  
 13 jurisdiction over all causes of action herein pursuant to 28 U.S.C. §1332(a)(1). The amount in  
 14 controversy exceeds, exclusive of interest and costs, the sum of \$75,000.00.

15 3. Venue is proper in this district under 28 U.S.C. §§1391(b) and (c). This Court has  
 16 personal jurisdiction over AcademyOne and venue is proper in this district because, *inter alia*, (a)  
 17 AcademyOne or its agents are soliciting and doing business in this district, (b) a substantial part  
 18 of AcademyOne's wrongful acts or omissions giving rise to CollegeSource's claims occurred in  
 19 this district, (c) the contracts at issue in this action were entered into and breached in this district,  
 20 (d) AcademyOne directed its intentional and wrongful conduct towards this district and a known  
 21 resident of this district, (e) the harm caused by AcademyOne's wrongful acts or omissions  
 22 occurred in this district and AcademyOne knew that said harm would occur in this district, and  
 23 (f) this action requires the application of California law.

#### 24 THE PARTIES

25 4. Plaintiff COLLEGESOURCE, INC. ("CollegeSource") is a California corporation  
 26 with principal place of business in San Diego, California. CollegeSource is successor in interest  
 27 to the CAREER GUIDANCE FOUNDATION, a Delaware corporation ("CGF"). CGF operated  
 28

1 as an IRC § 501 (c) (3) non- profit organization. CollegeSource acquired the assets of CGF in  
2 2004. CollegeSource provides the public with information and data services related to college  
3 and university catalogs and in particular, curriculums, course descriptions, and student transfers.  
4 CGF's founding purpose was to support career guidance and planning in the educational system  
5 by providing a complete collection of college catalogs on/in the best dissemination media.

6 5. Defendant ACADEMYONE, INC. ("AcademyOne") is a Pennsylvania  
7 corporation. On information and belief, AcademyOne's principal place of business is in West  
8 Chester, Pennsylvania.

### 9 **BACKGROUND**

#### 10 **The Beginning**

11 6. CGF was founded in 1971. CGF's typical clients were high schools, students,  
12 parents, counselors, universities, registrars, public libraries, military bases, ships-on-the-sea and  
13 other government offices.

14 7. At all times, CGF was a non-profit organization and generally charged its clients  
15 nothing, or only enough money to cover its expenses. Funding for CGF came from Mr. Harry G.  
16 Cooper ("Cooper"). Over its thirty-three (33) year existence, CGF's shortfall funding came solely  
17 from Cooper or loans guaranteed by Cooper.

18 8. CGF's initial action was to place college catalogs on microfiche. Each page of  
19 microfiche could hold 495 pages.

20 9. At the time CGF was founded, libraries and admissions offices were heavily  
21 burdened by the need to keep thousands of paper college catalogs in order to determine transfer  
22 equivalencies and provide admissions and transfer advice. Libraries and college admissions  
23 offices frequently kept paper catalogs from each of the over 3,000 universities in the United  
24 States. Complicating matters was that many universities had multiple catalogs for each of their  
25 several colleges (such as Engineering, Architecture, Nursing, Music, Law, Medicine, *etc.*). Also,  
26 libraries and college admissions offices were required to keep catalogs for each year in which  
27 potential transfer students might have taken classes. A typical years worth of paper catalogs  
28

1 would fill a bookshelf seven (7) feet tall and 23 feet long. Most universities maintained 20 to 25  
2 years worth of catalogs.

3 10. CGF revolutionized the college catalog, the course information and the transfer  
4 industry by making information and data available on microfiche. Using CGF's technology  
5 meant a library could now store one (1) year's worth of catalogs in a shoe-box.

6 11. Considerable work was required to convert a catalog from paper format to  
7 microfiche. Below are some, but not all, of the required steps. First, the catalog was acquired  
8 from the educational institution with permission to make reproductions. Then, each page of the  
9 catalog was precisely cut out with a razor. Each catalog page was then positioned for  
10 microfiche along with four hundred ninety-four (494) other pages, to make four hundred  
11 ninety-five (495) pages per fiche. Next, each fiche was made into a master copy. The master  
12 copy was then duplicated.

13 12. It is estimated that CGF saved the educational community over \$40 Million per  
14 year in storage and acquisition costs.

15  
16 **The Evolution of Technology in The 1990's**

17 13. With the advance in computer technology, compact discs ("CDs") became a more  
18 efficient means of storing and distributing catalogs and course information than microfiche. CDs  
19 containing digitized catalogs and course information also had the potential advantage of allowing  
20 word searches - a very helpful feature in light of the size of some of the catalogs. A year's worth  
21 of college catalogs would fit on six (6) CDs.

22 14. Digitizing printed catalogs and course information presented additional hurdles  
23 that microfiche did not. While razoring the individual pages from each catalog was still  
24 required, each page had to be converted into a digital format that allowed a computer to read the  
25 individual letters and words on the page. This process is known as Optical Character  
26 Recognition ("OCR").

27 15. Trivial acts of character recognition to the human eye can frustrate even the most  
28

1 sophisticated scanner and can make the OCR process difficult, error prone and time consuming.  
2 For example, a scanner may misread the type and size of font, confuse characters (such as "g"  
3 with "9," "1" with "l," and "c" with "e"), read false highlights from reflective  
4 paper, read information from the opposite side of overly transparent paper, and erroneously  
5 interpret stray marks or smudges as characters or parts of characters.

6 16. In light of the various inherent problems with the OCR process, CGF devoted  
7 significant research and development costs working with software companies, such as Microsoft,  
8 Adobe and OmniPage, to develop more efficient OCR techniques.

9 17. Despite the advent of more efficient OCR techniques, quality control on CGF's  
10 digitized catalogs and course information was crucial. Even a one-percent (1%) error rate would  
11 result in ten (10) errors and unsearchable words on a one-thousand (1,000) character page, and  
12 thousands of unsearchable words per catalog. CGF's targeted error rate after detailed personal  
13 quality control was 0.005%.

14 18. The vast majority of plaintiff's digitized catalogs and course information are the  
15 result of scanning and OCR-ing. Older "legacy" catalogs are valuable because of the need to  
16 determine equivalencies for students that are seeking to apply credits from older course-work.  
17 For example, a veteran returning from years overseas may seek to apply his/her prior course-  
18 work from one institution towards a degree at another institution.

19 19. Recently, some colleges have started to provide their catalogs and course  
20 descriptions in digital form. Nevertheless, CollegeSource is required to convert all files from  
21 their native format to Adobe PDF format. CollegeSource must then decide whether or not to  
22 include any pictures, replace them with blank boxes or degrade the pictures (for optimal  
23 downloading speed). CollegeSource then bookmarks/links the catalog for better look-up  
24 efficiency in its final product.

25  
26 **CollegeSource's Websites, Digitized Information and Newest Technology**

27 20. About five (5) years after CGF began digitizing college catalogs and course  
28

1 descriptions for use on data CDs, it became clear that distribution over the Internet would soon  
2 eclipse the need for further distribution *via* data CDs.

3 21. As with microfiche and data CDs, CGF took the lead to move academia to utilize  
4 the Internet in connection with their catalogs and course descriptions.

5 22. At the time of CGF's transfer to CollegeSource, CGF had approximately 30,000  
6 college catalogs available online.

7 23. The increasing needs of university transfer offices led to their demands that they  
8 not be required to search complete catalogs for "Course Descriptions" (thus ignoring/skipping-  
9 over athletics, famous alumni, campus housing, scholarships, maps, healthcare *etc.*).

10 24. Registrars wanted a new system whose only database was "Course Descriptions"  
11 (name, credit hours, description *etc.*). With such a database registrars hoped to streamline their  
12 admissions, discharge and transfer duties.

13 25. In response to these registrar requests, CollegeSource began developing its  
14 "Transfer Evaluation Service" ("TES").

15 26. Because of its previous, time consuming and expensive efforts in creating a  
16 collection of OCR'd catalogs, CollegeSource was able to begin "cutting and pasting" individual  
17 course descriptions from its "Catalog" database into its new TES database. Just like moving its  
18 collection of OCR'd CD catalogs to the Internet, CollegeSource expended significant time and  
19 money to move its now over 44,000 digitized college catalog collection into over 37,000,000  
20 records (including course descriptions, credits, name, prerequisites, *etc.*) in its new TES database.

21 27. CollegeSource also developed software to allow an evaluator to store a given  
22 course equivalency in the TES database so as to assist and potentially eliminate the need for a  
23 similar, future, comparison. This capacity is referred to as "Equivalency" or "Course  
24 Articulation" or "Transcript Reconciliation."

25 28. CollegeSource still maintains and annually increases its "Catalog" database for  
26 those students and non-registrars that simply wish to view the entire catalog.

27 29. Without CGF/CollegeSource's efforts to create a collection of OCR'd catalogs to  
28

1 mine for course descriptions any competitor of CollegeSource would have to go through the  
2 same money, time and labor intensive OCR'ing that CGF/CollegeSource has been doing for the  
3 past 16 years.

4 30. CollegeSource has been able to mine its catalog database to populate its TES  
5 database with over 36 Million individual course descriptions (names, credit hours etc.).

6 31. The value to a registrar of a digitized course catalog database is in its  
7 completeness – the ability to go way back in years to find digitized course equivalencies, way  
8 back to the time before colleges published their own catalogs in digital form, way back to the  
9 time when the only digital source of course descriptions came from CGF/CollegeSource's  
10 efforts.

11 32. CollegeSource, as did its predecessor CGF, provides access to its digitized  
12 catalogs for free, for personal use, to students, parents and teachers who may only have need for  
13 one or two catalogs. CollegeSource, as did its predecessor CGF, provides access to its digitized  
14 complete catalog collection to libraries, registrars and government agencies at a minimal fee.  
15 Regardless, all CGF/CollegeSource digitized catalogs are "use restricted" to subscribers and  
16 private persons granted limited use. Under no circumstances are the digitized catalogs to be  
17 redistributed without permission from CollegeSource.

18 33. Currently, CollegeSource makes college catalogs, course descriptions, and  
19 equivalencies available to its customers online at [www.collegesource.com](http://www.collegesource.com),  
20 [www.collegesource.org](http://www.collegesource.org), and [tes.collegesource.org](http://tes.collegesource.org) (the "Websites").

21 34. Information regarding over 3,000 institutions, including over 44,000 catalogs and  
22 over 37,000,000 course descriptions, is currently available on CollegeSource's Websites.

23 35. CollegeSource's current products can be catagorized as follow: 1) digitized  
24 individual college catalogs distributed online, for free for personal use to students, parents,  
25 counselors and teachers; 2) a collection of digitized college catalogs from all universities  
26 distributed online, at a minimal fee, to libraries and similar entities; and 3) a collection of  
27 individual course descriptions and their related data, dating back 16 years, distributed online, at a  
28



1 minimal fee, to registrars, admissions, and transfer personnel. The digitized college catalogs,  
2 course descriptions, and equivalencies are hereinafter referred to as the "Digitized Information."

3 36. CollegeSource's Digitized Information has significant commercial value. It is in a  
4 form useable in connection with the Internet and makes the work of researching college catalogs,  
5 finding equivalencies, course articulations and transcript reconciliations faster, easier and cheaper  
6 for students, guidance counselors and educational institutions. This commercial value is  
7 underscored by the immense investment of time and resources by CollegeSource and its  
8 predecessor to collect, convert and digitize the Digitized Information, which is currently  
9 estimated to be in excess of \$10,000,000.

10 37. While CollegeSource strives to make its Digitized Information 100% accurate  
11 with respect to the original paper catalogs, random errors invariably make it past CollegeSource's  
12 quality control checks. These errors are primarily in syntax and formatting, such as the text  
13 "catalog" in the original catalog being reflected as "cata~~l~~og" in CollegeSource's Digitized  
14 Information. When the same unique pattern of errors turn up in a competitor's data or product,  
15 it can only be the result of unauthorized copying from CollegeSource's Digitized Information.

16 38. In order for a competitor of CollegeSource to create a database with course  
17 descriptions as comprehensive in time and scope as those in CollegeSource's Digitized  
18 Information, without merely copying CollegeSource's Digitized Information, such competitor  
19 would be required to perform the same costly, time consuming and intensive quality control  
20 processes performed by CollegeSource and its predecessor.

21  
22 **Terms of Use**

23 39. Each of CollegeSource's Websites contain terms of use in conspicuous locations,  
24 such that a visitor to the Websites is on notice of that the authorization to view and use the  
25 CollegeSource's Digitized Information is restricted. Such restrictions on the authorization to  
26 view and use the Digitized Information include one or more of the following:

27 This means you may NOT:  
28



- \* distribute digital catalog files to others,
- \* "mirror" or include digital catalog files on an Internet (or Intranet) server,
- \* link to CollegeSource digital catalog files from your website, or
- \* modify or re-use digital catalog files without the express written consent of CollegeSource, Inc. and the appropriate school.

You may:

- \* print copies of the information for your own personal use,
- \* store the files on your own computer for personal use only, or
- \* reference non PDF documents on this server from your own documents.

CollegeSource, Inc. reserves the right to revoke such authorization at any time, and any such use shall be discontinued immediately upon written notice from CollegeSource, Inc.

\* \* \*

#### LIMITATIONS ON USE.

a. Only one individual may access a Service at the same time using the same user name or password, unless CollegeSource, Inc. agrees otherwise.

b. The text, graphics, images, video, design, course description data, PDF college catalogs, information, organization, compilation, look and feel, advertising and all other protectable intellectual property, and all improvements, suggestions, and derivations thereto and thereof (collectively, the "Content") available through the Services is CollegeSource, Inc.'s property and is protected by copyright and other intellectual property laws. Unless you have CollegeSource, Inc.'s written consent, you may not sell, publish, broadcast, distribute, retransmit the information obtained through any Service, or otherwise provide access to the Content received through the Services to anyone, including, if applicable, your fellow students or employees, with the following two exceptions:

(i) You may distribute course description data from a Service in non-electronic form to a few individuals for your own personal, non-commercial use, without charge, provided you include all copyright and other proprietary rights notices in the same form in which the notices appear in the Service, original source attribution, and the phrase "Used with permission from CollegeSource, Inc."

(ii) You may use CollegeSource, Inc.'s "E-mail" service to e-mail course description data from a Service to a few individuals for your own personal, non-commercial use, without charge. You are not permitted to use this service for the purpose of regularly providing other users with access to content from a Service.

c. You agree not to rearrange or modify the Content. You agree not to create abstracts from, scrape or display data from the Content for use on another web site or service. You agree not to post any of the Content from the Services to weblogs, newsgroups, mail lists or electronic bulletin boards, without CollegeSource, Inc.'s written consent. To request consent for this and other matters, please contact CollegeSource Customer Service.

d. CollegeSource, Inc has expended considerable time, effort, money and expertise to compile its data. CollegeSource, Inc. has implemented suitable precautions to detect unauthorized use of catalogs, course descriptions, lists etc. including seeding data to detect unlawful duplication, sale and re-use.

e. You agree not to use the Services for any unlawful or unauthorized purpose. CollegeSource, Inc. reserves the right to terminate or restrict your access to a Service if, in its opinion, your use of the Service does or may violate any laws, regulations or rulings, infringe upon another person's rights or violate the terms of this Agreement. Also, CollegeSource, Inc. may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive.

40. CollegeSource's digitized catalogs also contain prominent terms of use, which occupy the full second page, such that users of the digitized catalogs are on notice of said terms and are aware that any use of the digitized catalogs are subject to the same restrictions. Such restrictions on the authorization to view and use the digitized catalogs are substantially similar to the following:

This means you may NOT:

- \* distribute digital catalog files to others,
- \* "mirror" or include digital catalog files on an Internet (or Intranet) server,
- \* modify or re-use digital catalog files without the express written consent of CollegeSource ® and Career Guidance Foundation and the appropriate school.

You may:

- \* print copies of the information for your own personal use,
- \* store the files on your own computer for personal use only, or
- \* reference this material from your own documents.

CollegeSource ® and Career Guidance Foundation reserves the right to revoke such authorization at any time, and any such use shall be discontinued immediately upon written notice from CollegeSource ® and Career Guidance Foundation.

#### **AcademyOne's Wrongful Acts**

41. AcademyOne is a competitor of CollegeSource. Like CollegeSource, AcademyOne offers information and data services related to equivalencies, course articulations and/or transcript reconciliations.

42. AcademyOne offers its information and services on the Internet at [www.academyone.com](http://www.academyone.com), [www.collegetransfer.net](http://www.collegetransfer.net), and [www.courseatlas.com](http://www.courseatlas.com).

1  
2 43. AcademyOne recognized the value of creating a database of equivalencies, course  
3 articulations and/or transcript reconciliations from information that had already been digitized.

4 44. Accordingly, AcademyOne approached CollegeSource regarding acquiring and/or  
5 using CollegeSource's Digitized Information.

6 45. CollegeSource declined AcademyOne's proposal to acquire and/or use  
7 CollegeSource's Digitized Information.

8 46. On information and belief, on multiple occasions, AcademyOne posed (or caused  
9 others to pose) as a legitimate user (student, faculty, guidance counselor, *etc.*) to gain access to  
10 CollegeSource's Digitized Information on its Websites. AcademyOne did not inform  
11 CollegeSource that it intended to access CollegeSource's Websites for the purpose of taking  
12 CollegeSource's Digitized Information.

13 47. On information and belief, AcademyOne had actual knowledge of the terms of use  
14 on CollegeSource's Websites and digitized catalogs.

15 48. On information and belief, AcademyOne accepted the benefit of using  
16 CollegeSource's Websites and Digitized Information with knowledge of the terms of use on  
17 CollegeSource's Websites and digitized catalogs, and thereby assented to such restrictions of use.

18 49. After AcademyOne obtained access to CollegeSource's Websites, AcademyOne  
19 copied CollegeSource's Digitized Information, including, but not limited to, CollegeSource's  
20 digitized catalogs, to AcademyOne's computer(s) and various databases therein.

21 50. Catalogs and information on AcademyOne's websites have been copied from  
22 CollegeSource's Digitized Information. That catalogs and information on AcademyOne's  
23 websites were obtained from CollegeSource's Digitized Information is shown by, *inter alia*, the  
24 presence of the same random errors on AcademyOne's websites and information that appear in  
25 CollegeSource's Digitized Information.

26 51. Course descriptions currently available on AcademyOne's online course catalog  
27 database were copied from CollegeSource's Digitized Information.

1  
2           52. After AcademyOne obtained CollegeSource's Digitized Information,  
3 AcademyOne posted CollegeSource's Digitized Information for viewing on AcademyOne's  
4 websites. AcademyOne also distributed CollegeSource's Digitized Information to the users of  
5 AcademyOne's websites.

6           53. CollegeSource caught AcademyOne using and distributing CollegeSource's  
7 Digitized Information, in the form of CollegeSource's digitized catalogs, on AcademyOne's  
8 websites.

9           54. AcademyOne admitted that it was in possession of CollegeSource's Digitized  
10 Information and promised to remove CollegeSource's Digitized Information from all of its  
11 computers.

12           55. In fact, AcademyOne only removed CollegeSource's Digitized Information from  
13 its online webserver while keeping such information on its computers.

14           56. On information and belief, AcademyOne has intentionally failed to remove  
15 CollegeSource's Digitized Information from all of its computers. AcademyOne, in representing  
16 that it would remove all of CollegeSource's digital information from its computers, did so only to  
17 delay CollegeSource in filing a lawsuit and perfect its plan to cover-up its further  
18 misappropriation of CollegeSource's digitized information.

19           57. On information and belief, AcademyOne has profited from its use and  
20 appropriation of CollegeSource's Digitized Information.

21           58. AcademyOne has saved considerable effort and expense through its  
22 misappropriation of CollegeSource's Digitized Information.

23           59. AcademyOne has used CollegeSource's Digitized Information to compete against  
24 CollegeSource.

25           60. As a result of AcademyOne's unauthorized taking of CollegeSource's Digitized  
26 Information, AcademyOne's acquisition and conversion costs are negligible, and AcademyOne  
27 does not have to amortize the equivalent of CollegeSource's acquisition and conversion costs in  
28

1 any competitive bid against CollegeSource. This puts CollegeSource at a significant competitive  
2 disadvantage and allows AcademyOne to compete unfairly with CollegeSource.

3 61. On information and belief, CollegeSource has been damaged by AcademyOne's  
4 use and appropriation of CollegeSource's Digitized Information, including, but not limited to, the  
5 loss of business and profits. On information and belief, the loss to CollegeSource from  
6 AcademyOne's unauthorized use of CollegeSource's Digitized Information exceeds the sum of  
7 \$10,000,000.

8  
9 **FIRST CAUSE OF ACTION**  
10 (U.S. Computer Fraud And Abuse Act)  
[18 U.S.C. §1030(g)]

11 62. CollegeSource incorporates by reference the allegations set forth in paragraphs 1  
12 through 61 of this Complaint as though fully set forth in this cause of action.

13 63. Each of CollegeSource's Websites, and the Digitized Information thereon, are  
14 stored on computers in the State of California that are used in or affecting interstate or foreign  
15 commerce or communication. CollegeSource's Websites have subscribers/customers in multiple  
16 states throughout the United States as well as other countries. CollegeSource even has military  
17 bases and ships-on-the-sea as customers. CollegeSource's computers constitute a "protected  
18 computer" within the meaning of 18 U.S.C. §1030(e)(2)(B).

19 64. AcademyOne was not authorized, either implicitly or explicitly, to access  
20 CollegeSource's Digitized Information for the purpose of competing with CollegeSource or other  
21 commercial purposes, or to violate the terms of use on CollegeSource's Websites and/or digital  
22 catalogs.

23 65. AcademyOne's use of the Digitized Information exceeded authorization provided  
24 to use the Digitized Information.

25 66. Any authorization AcademyOne had to access the Websites and Digitized  
26 Information terminated when AcademyOne used CollegeSource's Digitized Information in an  
27 unauthorized way.

1           67. CollegeSource reasonably expected that the users of its Websites and Digitized  
2 Information would abide by CollegeSource's terms of use disclosed on the Websites and  
3 digitized catalogs.

4           68. AcademyOne knew, or should have known, that CollegeSource would not have  
5 granted AcademyOne access to CollegeSource's Websites and/or Digitized Information if  
6 AcademyOne would have informed CollegeSource that AcademyOne intended to use its access  
7 to CollegeSource's Websites for the purpose of competing with CollegeSource or other  
8 commercial purposes, or to violate the terms of use on CollegeSource's Websites and/or digital  
9 catalogs.

10           69. Academy One knew as of the time it requested to obtain or use CollegeSource's  
11 Digitized Information and was then denied that CollegeSource would not grant AcademyOne  
12 commercial use of its Digitized Information.

13           70. AcademyOne knew when CollegeSource caught AcademyOne publishing  
14 CollegeSource's Digitized Information and demanded its removal that AcademyOne had no  
15 authorization to use such information.

16           71. On information and belief, AcademyOne has violated 18 U.S.C. §1030(a)(2)(C)  
17 by intentionally accessing a computer without authorization or exceeding authorized access, and  
18 thereby obtaining information from CollegeSource's computer.

19           72. On information and belief, AcademyOne has violated 18 U.S.C. §1030(a)(4) by  
20 knowingly and with intent to defraud, accessing CollegeSource's computer without  
21 authorization, or exceeding authorized access, and by means of such conduct furthering the  
22 intended fraud and obtaining anything of value.

23           73. On information and belief, AcademyOne knowingly and with an intent to defraud  
24 gave false information to access the Digitized Information on CollegeSource's Websites,  
25 disregarded CollegeSource's terms of use, and obtained Digitized Information from  
26 CollegeSource - which is of great value.

27           74. On information and belief, AcademyOne's conduct has caused loss to  
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CollegeSource in an amount aggregating at least \$5,000.00 in a one-year period.

75. Pursuant to 18 U.S.C. §1030(g), CollegeSource is entitled to bring a civil action for AcademyOne's violations of 18 U.S.C. §1030.

76. WHEREFORE, CollegeSource is entitled to and seeks:

- a. Compensatory damages in an amount to be proven at trial, but believed to be in excess of \$75,000, pursuant to 18 U.S.C. §1030(g);
- b. Injunctive and other equitable relief, including, but not limited to, preliminary and permanent injunctions, forfeiture or seizure of CollegeSource's Digitized Information, and a constructive trust over any property which constitutes or is derived from CollegeSource's Digitized Information, pursuant to 18 U.S.C. §1030(g);
- c. Costs of the action; and
- d. Such other and further relief as this Court deems appropriate.

**SECOND CAUSE OF ACTION**  
(California Computer Crimes)  
[Cal. Pen. Code §502(e)]

77. CollegeSource incorporates by reference the allegations set forth in paragraphs 1 through 76 of this Complaint as though fully set forth in this cause of action.

78. Pursuant to Cal. Pen. Code §502(j), AcademyOne is deemed to have personally accessed CollegeSource's computers, computer system or computer network in the Southern District of California.

79. AcademyOne knowingly accessed CollegeSource's Websites to collect, copy, and/or use CollegeSource's Digitized Information in a manner not authorized by CollegeSource.

80. AcademyOne has violated Cal. Pen. Code §502(c)(1) by knowingly accessing and without permission using any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.

81. AcademyOne has violated Cal. Pen. Code §502(c)(2) by knowingly accessing and



1 without permission taking, copying or making use of any data from a computer, computer system  
2 or computer network, or taking or copying any supporting documentation.

3 82. AcademyOne's violations of Cal. Pen. Code §502, and the acts that constituted  
4 said violations, were knowing and willful, and were performed with oppression, fraud, and  
5 malice.

6 83. Pursuant to Cal. Pen. Code §502(e), CollegeSource is entitled to bring a civil  
7 action for AcademyOne's violations of Cal. Pen. Code §502.

8 84. WHEREFORE, CollegeSource is entitled to and seeks:

- 9 a. Compensatory damages in an amount to be proven at trial, but believed to  
10 be in excess of \$75,000, pursuant to Cal. Pen. Code §502(e)(1);
- 11 b. Punitive damages in an amount determined by this Court to be sufficient to  
12 punish and make an example out of AcademyOne, pursuant to Cal. Pen. Code  
13 §502(e)(4);
- 14 c. Injunctive and other equitable relief, including, but not limited to,  
15 preliminary and permanent injunctions, forfeiture or seizure of CollegeSource's  
16 Digitized Information, and a constructive trust over any property which  
17 constitutes or is derived from CollegeSource's Digitized Information, pursuant to  
18 Cal. Pen. Code §502(e)(1);
- 19 d. Forfeiture of any computer, computer system, computer network, or any  
20 software or data, owned by the AcademyOne, that is used during the commission  
21 of any violation of Cal. Pen. Code §502(c) or any computer, owned by the  
22 AcademyOne, which is used as a repository for the storage of software or data  
23 illegally obtained in violation of Cal. Pen. Code §502(c).
- 24 e. Reasonable attorney fees, pursuant to Cal. Pen. Code §502(e)(2);
- 25 f. Costs of the action; and
- 26 g. Such other and further relief as this Court deems appropriate.
- 27
- 28

**THIRD CAUSE OF ACTION**  
(Breach Of Contract)

85. CollegeSource incorporates by reference the allegations set forth in paragraphs 1 through 84 of this Complaint as though fully set forth in this cause of action.

86. By using CollegeSource's Websites and digitized catalogs, AcademyOne agreed to the terms of use thereof.

87. The terms of use on CollegeSource's Websites and digitized catalogs constituted a valid and enforceable contract between CollegeSource and AcademyOne.

88. Through the conduct set forth above, AcademyOne has breached the terms of use on CollegeSource's Websites and digitized catalogs.

89. CollegeSource has been damaged as a result of AcademyOne's breach of the terms of use on CollegeSource's Websites and digitized catalogs in an amount to be proven at trial and believed to be in excess of \$75,000.

90. WHEREFORE, CollegeSource is entitled to and seeks:

- a. Any and all damages sustained by CollegeSource in an amount to be proven at trial, but believed to be in excess of \$75,000;
- b. Any and all profits of AcademyOne as a result of its acts complained of herein;
- c. The reasonable value of the Digitized Information taken by AcademyOne from CollegeSource;
- d. The expenditures saved by AcademyOne as a result of its acts complained of herein, including, but not limited to, CollegeSource's costs to collect, compile and convert its Digitized Information;
- e. Costs of the action; and
- f. Such other and further relief as this Court deems appropriate.

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**FOURTH CAUSE OF ACTION**  
(Misappropriation)

91. CollegeSource incorporates by reference the allegations set forth in paragraphs 1 through 90 of this Complaint as though fully set forth in this cause of action.

92. CollegeSource has invested substantial time and money in the development of its Digitized Information. CollegeSource's investment of time and money includes, but is not limited to, the digitizing of thousands of college catalogs.

93. AcademyOne has appropriated CollegeSource's Digitized Information at little or no cost.

94. CollegeSource has been damaged as a result of AcademyOne's appropriation of CollegeSource's Digitized Information in an amount to be proven at trial and believed to be in excess of \$75,000.

95. AcademyOne has benefitted as a result of its appropriation of CollegeSource's Digitized Information in an amount to be proven at trial and believed to be in excess of \$75,000.

96. WHEREFORE, CollegeSource is entitled to and seeks:

- a. Any and all damages sustained by CollegeSource and/or benefit retained by AcademyOne in an amount to be proven at trial, but believed to be in excess of \$75,000;
- b. Any and all profits of AcademyOne as a result of its acts complained of herein;
- c. The reasonable value of the Digitized Information taken by AcademyOne from CollegeSource;
- d. The expenditures saved by AcademyOne as a result of its acts complained of herein, including, but not limited to, CollegeSource's costs to collect, compile and convert its Digitized Information;
- e. Costs of the action; and
- f. Such other and further relief as this Court deems appropriate.

**FIFTH CAUSE OF ACTION**  
(Unjust Enrichment)

97. CollegeSource incorporates by reference the allegations set forth in paragraphs 1 through 96 of this Complaint as though fully set forth in this cause of action.

98. AcademyOne received benefit from CollegeSource and at CollegeSource's expense through AcademyOne's unauthorized receipt and use of CollegeSource's Digitized Information. AcademyOne's benefit includes, *inter alia*, revenues and saved expenditures relating to the digitizing and compilation of CollegeSource's Information.

99. Under the circumstances set forth above, it would be unjust for AcademyOne to retain the benefit bestowed upon it by CollegeSource.

100. WHEREFORE, CollegeSource is entitled to and seeks:

- a. That AcademyOne make restitution for any and all benefits it unjustly received from CollegeSource;
- b. Any and all profits of AcademyOne as a result of its acts complained of herein;
- c. The reasonable value of the Digitized Information taken by AcademyOne from CollegeSource;
- d. The expenditures saved by AcademyOne as a result of its acts complained of herein, including, but not limited to, CollegeSource's costs to collect, compile and convert its Digitized Information;
- e. Costs of the action; and
- f. Such other and further relief as this Court deems appropriate.

**SIXTH CAUSE OF ACTION**  
(Unfair Competition)  
[Cal. Bus. Prof. Code §§17200 *et. seq.*]

101. CollegeSource incorporates by reference the allegations set forth in paragraphs 1 through 100 of this Complaint as though fully set forth in this cause of action.

102. This cause of action is brought pursuant to Cal. Bus. & Prof. Code §17200, *et seq.*

103. AcademyOne has committed and continues to commit an unlawful, unfair or fraudulent business act or practice within the meaning of Cal. Bus. & Prof. Code §17200.

104. WHEREFORE, CollegeSource is entitled to and seeks:

- a. Such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by AcademyOne of any act or practice which constitutes unfair competition, pursuant to Cal. Bus. & Prof. Code §17203;
- b. Restitution to CollegeSource of any money or property, real or personal, which may have been acquired by means of AcademyOne's unfair competition, pursuant to Cal. Bus. & Prof. Code §17203;
- c. Preliminary and permanent injunctive relief;
- d. Costs of the action; and
- e. Such other and further relief as this Court deems appropriate.

#### **PRAYER FOR RELIEF**

WHEREFORE, CollegeSource prays for judgment and relief on all causes of action, as more specifically detailed in each cause of action, against AcademyOne as follows:

1. That CollegeSource recover from AcademyOne any and all damages sustained by CollegeSource, together with AcademyOne's profits, in an amount to be proven at trial and believed to be at least \$75,000;
2. That CollegeSource recover the expenditures saved by AcademyOne as a result of its acts complained of herein, including, but not limited to, CollegeSource's costs to collect, compile and convert its Digitized Information;
3. That CollegeSource recover the reasonable value of the Digitized Information taken by AcademyOne from CollegeSource;
4. For all appropriate equitable relief including preliminary and permanent injunctive relief, constructive trust, seizure and forfeiture;

1           5.       That CollegeSource recover compensatory damages in an amount to be proven at  
2 trial, but believed to be in excess of \$75,000, pursuant to 18 U.S.C. §1030(g);

3           6.       For injunctive and other equitable relief, including, but not limited to, preliminary  
4 and permanent injunctions, forfeiture or seizure of CollegeSource's Digitized Information, and a  
5 constructive trust over any property which constitutes or is derived from CollegeSource's  
6 Digitized Information pursuant to 18 U.S.C. §1030(g);

7           7.       That CollegeSource recover compensatory damages in an amount to be proven at  
8 trial, but believed to be in excess of \$75,000, pursuant to Cal. Pen. Code §502(e)(1);

9           8.       That CollegeSource recover punitive damages in an amount determined by the  
10 Jury to be sufficient to punish and make an example out of AcademyOne, pursuant to Cal. Pen.  
11 Code §502(e)(4);

12           9.       For injunctive and other equitable relief, including, but not limited to, preliminary  
13 and permanent injunctions, forfeiture or seizure of CollegeSource's Digitized Information, and a  
14 constructive trust over any property which constitutes or is derived from CollegeSource's  
15 Digitized Information pursuant to Cal. Pen. Code §502(e)(1);

16           10.      For forfeiture of any computer, computer system, computer network, or any  
17 software or data, owned by the AcademyOne, that is used during the commission of any violation  
18 of Cal. Pen. Code §502(c) or any computer, owned by the AcademyOne, which is used as a  
19 repository for the storage of software or data illegally obtained in violation Cal. Pen. Code  
20 §502(c);

21           11.      That CollegeSource recover reasonable attorney fees, pursuant to Cal. Pen. Code  
22 §502(e)(2);

23           12.      For an order enjoining AcademyOne from continuing to engage, use, or employ  
24 any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or  
25 misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of  
26 Part 3 of Division 7 of the Business and Professions Code;

27           13.      For such orders or judgments, including the appointment of a receiver, as may be  
28

1 necessary to prevent the use or employment by AcademyOne of any act or practice which  
2 constitutes unfair competition, pursuant to Cal. Bus. & Prof. Code §17203;

3 14. For restitution to CollegeSource of any money or property, real or personal, which  
4 may have been acquired by means of AcademyOne's unfair competition, pursuant to Cal. Bus. &  
5 Prof. Code §17203;

6 15. That CollegeSource recover its costs of this suit;

7 16. That CollegeSource recover pre-judgment and post-judgment interest, as  
8 permitted by the Court or under statute;

9 17. For a jury trial on all claims so triable; and

10 18. For such other and further relief as the Court may deem necessary or appropriate.

11 Dated: October 27, 2008

Respectfully submitted by,

12  
13 LAW OFFICES OF DARREN J. QUINN  
14 DARREN J. QUINN  
ALEXANDER E. PAPAETHIMIOU

15 

16 Darren J. Quinn

17 12702 Via Cortina, Suite 105  
18 Del Mar, CA 92014  
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19 WILLIAM F. WOODS

20 

21 William F. Woods

22 750 State St #310  
23 San Diego, CA, 92101  
Tel: (610) 742-5000

24 *Attorneys for Plaintiff COLLEGESOURCE, INC.*



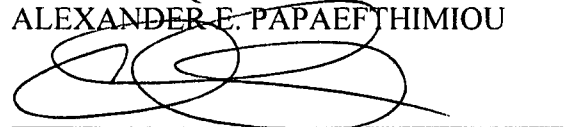
**DEMAND FOR A JURY TRIAL**

Plaintiff COLLEGE SOURCE, INC. demands a trial by jury on all causes of action so triable.

Dated: October 27, 2008

Respectfully submitted,

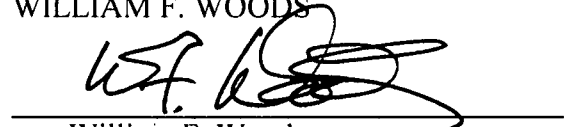
LAW OFFICES OF DARREN J. QUINN  
DARREN J. QUINN  
ALEXANDER E. PAPAETHIMIOU



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WILLIAM F. WOODS



William F. Woods

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San Diego, CA, 92101  
Tel: (610) 742-5000

*Attorneys for Plaintiff COLLEGESOURCE, INC.*

JS 44 (Rev. 12/07)

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I. (a) PLAINTIFFS

COLLEGESOURCE, Inc., a California Corporation

(b) County of Residence of First Listed Plaintiff San Diego County  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Darren J. Quinn, 12702 Via Cortina Suite 105, Del Mar, CA  
(858) 509-9401

## DEFENDANTS

ACADEMYONE, INC., a Pennsylvania Corporation

County of Residence of First Listed Defendant \_\_\_\_\_  
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE  
LAND INVOLVED.

Attorneys (If Known)

## II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

☒ U.S. Government  
Plaintiff☐ 3 Federal Question  
(U.S. Government Not a Party)☐ 2 U.S. Government  
Defendant☒ 4 Diversity  
(Indicate Citizenship of Parties in Item III)III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff  
and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

## IV. NATURE OF SUIT (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input checked="" type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/ Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	

## V. ORIGIN

(Place an "X" in One Box Only)

☒ 1 Original Proceeding    ☐ 2 Removed from State Court    ☐ 3 Remanded from Appellate Court    ☐ 4 Reinstated or Reopened    ☐ 5 Transferred from another district (specify)    ☐ 6 Multidistrict Litigation    ☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

[18 U.S.C. §1030]

Brief description of cause:  
US Computer Fraud and Abuse Act

## VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

## DEMANDS

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

10/27/2008

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # 156473

AMOUNT

\$350

10/27/08 BM

APPLYING IFP

JUDGE

MAG. JUDGE

ORIGINAL

**UNITED STATES  
DISTRICT COURT**  
SOUTHERN DISTRICT OF CALIFORNIA  
SAN DIEGO DIVISION

**# 156473 - BH**

**October 27, 2008  
15:53:40**

**Civ Fil Non-Pris**

USAO #: 08CV1987 CIVIL FILING

Judge.: MARILYN L HUFF

Amount.: \$350.00 CK

Check#: BC#2390

**Total-> \$350.00**

FROM: COLLEGESOURCE V. ACADEMYONE  
CIVIL FILING